PM - 97T06501 - 0 Page 1

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RECIPIENT TYPE:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

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GRANT NUMBER (FAIN):	97T06501	
MODIFICATION NUMBER:	0	DATE OF AWARD
PROGRAM CODE:	PM	08/01/2024
TYPE OF ACTION		MAILING DATE
New		08/06/2024
PAYMENT METHOD:		ACH#
ASAP		90104

Email: Tovar.Eric@epa.gov Phone: 415-972-3396

Send Payment Request to:

County Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: PAYEE:

WASHOE COUNTY
1001 E. Ninth St.

WASHOE COUNTY
1001 E. Ninth St.

RENO, NV 89512 Building D
EIN: 88-6000138 RENO, NV 89512

PROJECT MANAGEREPA PROJECT OFFICEREPA GRANT SPECIALISTKevin DickRoberto GutierrezEric Tovar1001 E. Ninth Street75 Hawthorne Street, AIR-1-1Grants Branch, MSD-6RENO, NV 89512San Francisco, CA 9410575 Hawthorne StreetEmail: kdick@nnph.orgEmail: Gutierrez.Roberto@epa.govSan Francisco, CA 94105

Phone: 415-947-4276

PROJECT TITLE AND DESCRIPTION

PM2.5 Monitoring Network

Phone: 775-328-2415

See Attachment 1 for project description.

 BUDGET PERIOD
 PROJECT PERIOD
 TOTAL BUDGET PERIOD COST
 TOTAL PROJECT PERIOD COST

 04/01/2024 - 03/31/2025
 04/01/2024 - 03/31/2025
 \$ 165,598.00
 \$ 165,598.00

NOTICE OF AWARD

Based on your Application dated 05/03/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 165,598.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 165,598.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE				
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS				
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6	U.S. EPA, Region 9, Air and Radiation Division AIR-1				
75 Hawthorne Street	R9 - Region 9				
San Francisco, CA 94105	75 Hawthorne Street				
	San Francisco, CA 94105				
THE HAUTED STATES OF AMERICA BY THE U.S. FANGEDAMENTAL PROTECTION ASSENCY					

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

 Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer
 DATE

 08/01/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$ 110,870	\$ 110,870
EPA In-Kind Amount	\$0	\$ 54,728	\$ 54,728
Unexpended Prior Year Balance	\$0	\$ 0	\$ 0
Other Federal Funds	\$0	\$ 0	\$ 0
Recipient Contribution	\$0	\$ 0	\$ 0
State Contribution	\$0	\$ 0	\$ 0
Local Contribution	\$0	\$ 0	\$ 0
Other Contribution	\$0	\$ 0	\$ 0
Allowable Project Cost	\$0	\$ 165,598	\$ 165,598

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority		
66.034 - Surveys-Studies-Investigations- Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33		

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2409M6S002	24	E1	09M4	000A04XPM	4183	-	-	\$ 110,870
			_						\$ 110,870

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost				
1. Personnel	\$ 40,329				
2. Fringe Benefits	\$ 19,805				
3. Travel	\$ 4,000				
4. Equipment	\$ 34,000				
5. Supplies	\$ 1,100				
6. Contractual	\$ 54,728				
7. Construction	\$0				
8. Other	\$0				
9. Total Direct Charges	\$ 153,962				
10. Indirect Costs: 0.00 % Base	\$ 11,636				
11. Total (Share: Recipient0.00 % Federal100.00 %)	\$ 165,598				
12. Total Approved Assistance Amount	\$ 165,598				
13. Program Income	\$0				
14. Total EPA Amount Awarded This Action	\$ 165,598				
15. Total EPA Amount Awarded To Date	\$ 165,598				

Attachment 1 - Project Description

The purpose of this grant agreement is to maintain fine particulate matter (PM2.5) monitoring networks. The primary objective of this project is to collect quality assured data on ambient air concentrations of PM2.5 as well as chemical composition and precursors. Data will be used for: (1) providing air pollution data to the general public in a timely manner, (2) PM2.5 National Ambient Air Quality Standards (NAAQS) comparisons, (3) development and tracking of implementation plans, (4) assessments of regional haze, and (5) assistance for health studies and other ambient aerosol research activities. The PM2.5 monitoring network design addresses these four program objectives through a combination of siting and instrumentation strategies.

This assistance agreement provides full federal funding in the amount of \$165,598, which includes \$54,728 for in-kind funds. Preaward costs have been approved back to 04/01/2024.

The recipient will collect quality assured PM2.5 concentrations and submit results to EPA's national air quality database. The anticipated short-term outcome for this project is an increase in the knowledge regarding the character and extent of PM2.5 in the ambient air. The long-term outcome, through the eventual development and execution of the state's implementation plan, is reduced PM2.5 concentrations and compliance with the PM2.5 NAAQS as set forth in the Clean Air Act. Intended Beneficiaries: Direct beneficiaries of these activities are state residents who will have decreased risk of adverse health effects, including cancer and neurological effects. No subawards are included in this assistance agreement.

Administrative Conditions

Administrative Conditions "A" thru "C" below apply. In addition please refer to the paragraph below for General Terms and Conditions.

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at https://www.epa.gov/financial/grants. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.).

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Reporting of EPA In-Kind Amount

This agreement includes funds for EPA in-kind services. Invoices will not be provided to the recipient for recording of actual in-kind cost, however, the total in-kind amount shall be reflected as an expenditure on the Federal Financial Report(s). If applicable, the recipient must satisfy the match requirements for the EPA in-kind amount.

Programmatic Conditions

Programmatic Conditions "a" thru "g" below apply.

a. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports

In accordance with 2 CFR 200.328, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit **quarterly** reports electronically in the form of quality assured and certified data entered timely into EPA's national Air Quality System (AQS) database.

b. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

c. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, <u>Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.</u>

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A

copy of the Policy is available online at https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

d. In-Kind Assistance

This action awards federal funds in the amount of *\$165,598*. Of that amount, *\$54,728* is being awarded as in-kind assistance. EPA will direct the in-kind funding to pay for the analysis of speciation samples from the Reno 4 sampler.

e. Quality Assurance (Updated 4/15/2024)

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in <u>2 C.F.R.</u> § <u>1500.12</u> Quality Assurance.

1. Quality Management Plan (QMP)

- a. Prior to beginning environmental information operations, the recipient must:
- i. Submit a previously EPA-approved and current QMP,
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.
- b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 120 days after grant award.
- c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

- a. Prior to beginning environmental information operations, the recipient must:
- i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.
- The Office of Grants and Debarment <u>Implementation of Quality Assurance Requirements for Organizations Receiving EPA</u> Financial Assistance.

f. Equipment Disposition

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer Disposition instructions will be one of the following:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.

g. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy

** End of Assistance Agreement **